

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGIONS 01 AND SUBREGION 34

Bob's Tire Co., Inc. and B.J.'s Service	)	
Company, Inc.	)	
	)	Case No. 01-CA-183476
and	)	
	)	
United Food and Commercial Workers	)	
International Union Local 328	)	

**RESPONDENT'S EXCEPTIONS TO THE  
DECISION OF THE ADMINISTRATIVE LAW JUDGE**

Pursuant to §102.46 of the Board's Rules and Regulations, Respondent Bob's Tire Co., Inc. ("Bob's"), submits the following exceptions to the December 7, 2018 decision of Arthur J. Amchon, Administrative Law Judge ("ALJ").

Bob's takes exception:

1. To the ALJ's findings that Bob's paid Christmas cash bonuses to some or all employees for the period from 2008 to 2014 in amounts of \$20 to \$100 as the notion that all employees received Christmas cash bonuses for each year from 2008 to 2014 is unsupported by the record. The testimony of Tomas Ventura was that he was not sure in which of those years he received a bonus. [Tr. pg. 86; 17-21] He did not recall when he allegedly received a \$20 bonus or \$100 bonus. [Tr. pg. 87; 3-11] He did not file tax returns for those years, never reported the alleged bonuses and had no record of whatsoever of necessary bonuses in those years. [Tr. pg. 87; 11-21] Mr. Ventura testified that he had seen other employees receive cash Christmas bonuses but there is no evidence of which other employees, when, in what amounts or for what years.

2. To the ALJ's finding that Bob's violated Sections 8 (a)(5) and (1) of the Act by failing to pay a Christmas bonus on December, 2015 as the record does not support a pattern of previously paying Christmas bonuses.

3. To the portion of the Order of the ALJ that Bob's cease and desist from failing to pay Christmas bonuses as it is unsupported by the record evidence.

4. To the ALJ's finding that work being done by Masis provided workers was not a change in the nature, scope and direction of Bob's operation.

5. To the ALJ's finding that Bob's subcontracted bargaining unit work to workers outside of the bargaining unit by using workers supplied by Masis.

6. To the ALJ's finding that workers supplied by Masis were not Bob's employees for purposes of the Act and therefore part of the bargaining unit. The workers were directed by Bob's personnel. [Tr. pg. 114; 16-24]

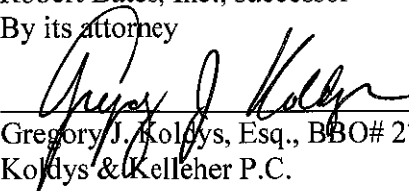
7. To the ALJ's finding that Bob's violated Section 8(a)(5) and (1) of the Act by using Masis supplied workers.

8. To the ALJ's proposed remedy and Order that Bob's pay unit employees a Christmas bonus in 2015 and to make unit employees whole for an loss of earnings and other benefits purportedly resulting from the use of Masis supplied workers as the order and remedy would result in a penalty to Bob's in violation of the Act and a windfall to unit workers who have suffered no loss.

9. To all aspects of the ALJ's proposed Remedy in that it is based on the ALJ's erroneous conclusions as excepted to herein.

10. To all aspects of the ALJ's proposed Order in that it is based on the ALJ's erroneous conclusions as excepted to herein.

Robert Bates, Inc., successor  
By its attorney



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